

**REPORT OF THE
BOARD OF DIRECTORS OF THE
COOK COUNTY HEALTH AND HOSPITALS SYSTEM**

APRIL 24, 2009

ATTENDANCE

Present: Chairman Warren L. Batts and Directors Hon. Jerry Butler; David Carvalho; Benn Greenspan, PhD, MPH, FACHE; Sister Sheila Lyne, RSM; Luis Muñoz, MD, MPH; and Andrea Zopp (7)

Absent: Vice Chairman Ramirez and Directors David A. Ansell, MD, MPH; Quin R. Golden; and Heather E. O'Donnell, JD, LLM (4)

Also Present: Marcel Bright – Acting Director of Public Affairs, Cook County Health and Hospitals System; Johnny Brown – Chief Operating Officer, John H. Stroger, Jr. Hospital of Cook County; Pitt Calkin – Interim Chief Financial Officer, Cook County Health and Hospitals System; Matthew B. DeLeon – Secretary to the Board of Commissioners of Cook County; Jeff McCutchan – Supervisor, Transactions and Health Law Division, Office of the State's Attorney; Elizabeth Reidy – Deputy Chief, Civil Actions Bureau, Office of the State's Attorney; David R. Small – Interim Chief Executive Officer, Cook County Health and Hospitals System

Ladies and Gentlemen:

Your Board of Directors of the Cook County Health and Hospitals System met pursuant to notice on Friday, April 24, 2009 at the hour of 7:30 A.M. at Stroger Hospital, 1901 W. Harrison Street, in the fifth floor conference room, in Chicago, Illinois.

Your Board of Directors has considered the following items and upon adoption of this report, the recommendations follow.

Matthew B. DeLeon, Secretary to the Board of Commissioners of Cook County, called the roll of members and it was determined that a quorum was present.

PUBLIC COMMENTS

Chairman Batts asked the Secretary to call upon the registered speakers.

The Secretary responded that there were none.

**APPROVAL OF THE MINUTES OF THE MEETING OF THE COOK COUNTY HEALTH
AND HOSPITALS SYSTEM BOARD OF DIRECTORS OF THURSDAY, APRIL 9, 2009**

Director Butler, seconded by Director Lyne, moved to approve the minutes of the meeting of the Cook County Health and Hospitals System Board of Directors of Thursday, April 9, 2009. THE MOTION CARRIED UNANIMOUSLY.

REPORT FROM SYSTEM BOARD CHAIRMAN WARREN L. BATTS

Chairman Batts reported on the following subjects:

Presentation on CORE Center

Chairman Batts stated that Dr. Robert Weinstein, Chief Operating Officer of the Ruth M. Rothstein CORE Center of Cook County, would present a video on the CORE Center at a future meeting of the Board.

Meeting with Cook County Board President Todd H. Stroger

Chairman Batts stated that he and David Small, Interim Chief Executive Officer of the Cook County Health and Hospitals System, met with President Stroger on the following issues: focus on the new money coming to the System; the request to unionize the physician staff at John H. Stroger, Jr. Hospital of Cook County; and the System's capital needs, in light of the upcoming Cook County Board Finance Committee meeting scheduled for May 6th.

The Board discussed the issues. It was determined that the Finance Committee should work on a strategy with regard to the System's capital needs.

Mr. Small added that there have been discussions relating to a possible roll-back of the sales tax increase; the Board discussed the potential impact to the System.

Ongoing review of policies

Chairman Batts stated that the subsets of Directors working on the review of policies need to continue their progress in order for the recommendations to be brought to the Board for consideration.

REPORT FROM THE SYSTEM INTERIM
CHIEF EXECUTIVE OFFICER DAVID R. SMALL

Mr. Small reported on the following subjects (Attachment #1).

Capital Budget Review Status

Information Technology Update

Benchmarking Project

Media and Public Relations Update

COMMITTEE REPORT

Finance Committee.....Meeting of 4-16-09*

* note: the following were approved by the Finance Committee at this meeting: contracts and procurement approvals, as amended; and an agreement for Medicare Graduate Medical Education Review.

Director Carvalho, seconded by Director Butler, moved to approve the Report of the Finance Committee for the meeting of April 16, 2009. THE MOTION CARRIED UNANIMOUSLY.

DISCUSS AND APPROVE REQUEST TO ENTER INTO AND EXECUTE CONTRACT
WITH QUICK, LEONARD, KIEFFER, INTERNATIONAL, INC.
FOR EXECUTIVE SEARCH FIRM SERVICES
(Attachment #2)

Director Greenspan, seconded by Director Muñoz, moved to approve the request to enter into and execute a contract with Quick, Leonard, Kieffer, International, Inc. for executive search firm services. THE MOTION CARRIED UNANIMOUSLY.

DISCUSS AND APPROVE REQUEST TO ENTER INTO AND EXECUTE CONTRACT
WITH DAVID GOMEZ & ASSOCIATES
FOR EXECUTIVE SEARCH FIRM SERVICES
(Attachment #3)

Director Greenspan, seconded by Director Muñoz, moved to approve the request to enter into and execute a contract with David Gomez & Associates for executive search firm services. THE MOTION CARRIED UNANIMOUSLY.

DISCUSS AND APPROVE REQUEST TO EXECUTE CONTRACT
WITH INTEGRATED CLINICAL SOLUTIONS
FOR STRATEGIC PLANNING AND CONSULTING SERVICES
(Attachment #4)

The request to enter into a contract with Integrated Clinical Solutions for strategic planning and consulting services was approved by the Finance Committee on April 3, 2009, and was subsequently approved by the System Board on April 9, 2009.

Director Butler, seconded by Director Lyne, moved to approve the request to execute the contract with Integrated Clinical Solutions for strategic planning and consulting services. THE MOTION CARRIED UNANIMOUSLY.

REPORT FROM CCHHS AD HOC WORKING GROUP
ON MEDICAL SCHOOL RELATIONSHIPS

Director Lyne presented a report on the efforts made by the working group on medical school relationships.
The Board reviewed and discussed the information.

UPDATE FROM AD HOC STRATEGIC PLANNING COMMITTEE

Director Greenspan provided an update on strategic planning efforts.

The Board discussed the upcoming strategic planning retreat planned for Saturday, May 16th. They discussed possible locations and subject matter for the retreat, which will be facilitated by Integrated Clinical Solutions.

UPDATE AND DISCUSSION ON COLLECTIVE BARGAINING

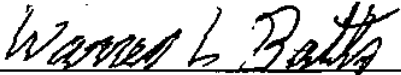
Director Zopp, seconded by Director Lyne, moved to recess the regular session and convene into closed session, pursuant to an exception to the Illinois Open Meetings Act, 5 ILCS 120/2(c)(2), et seq., which permits closed meetings for consideration of "collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees." **THE MOTION CARRIED UNANIMOUSLY.**

Director Zopp, seconded by Director Lyne, moved to adjourn the closed session and convene into regular session. **THE MOTION CARRIED UNANIMOUSLY.**

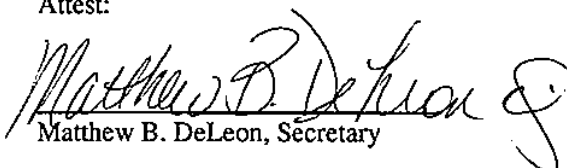
ADJOURNMENT

Director Greenspan, seconded by Director Lyne, moved to adjourn. **THE MOTION CARRIED UNANIMOUSLY AND THE MEETING ADJOURNED.**

Respectfully submitted,
Board of Directors of the
Cook County Health and Hospitals System


Warren L. Batts, Chairman

Attest:


Matthew B. DeLeon, Secretary

Cook County Health and Hospitals System
Report of the Meeting of the Board of Directors
April 24, 2009

ATTACHMENT #1

**Cook County Health and Hospitals System
Board Meeting of April 24, 2009
Report of the Interim Chief Executive Officer**

***Capital Budget Review Status**

All previously approved Capital Equipment requests for Fiscal Years 2007-2009 are being re-reviewed by the County Board (on a line item basis) May 6-8th. CCHHS requests will be reviewed beginning at **1:00PM on May 6th**. Final approval decisions will not be made until all departments and elected officials' offices have gone before the County Board for review.

We are required to submit a "new" complete list (along with all of the required backup and justification documentation) to the County Budget Office by 3:00PM, April 24th. The County Budget Office will put together the entire set of materials for the County Board and distribute on April 30th for review in advance of the scheduled meetings.

What we have for you today is a summary of the total list we are resubmitting this afternoon. The list of previously approved and not purchased capital equipment is:

\$3,796,668	(FY07)
\$18,701,162	(FY08)
<u>\$57,599,327</u>	(FY09)

Total **\$80, 097,157**

Meetings next week are scheduled internally to continue the review and updating of these requests, setting priorities, and preparing our presentation for the May 6th meeting with the County Board.

Final detail lists with backup information will be forwarded to the Directors in advance of that May 6th meeting date.

***Quick Information Technology Update**

Forty-one (41) projects are currently underway, and other than four (4) which are pending approval and funding for equipment, all others are on target. A sampling of the types of projects in progress is:

- Multiple visit processing for registration and charge capture
- EasyScript on line discharge prescription writing which will go live for all inpatient teams on May 1st

- Ambulatory Surgery charge capture and validation which is in final production

Our CIO will give a full update at the next scheduled quarterly update (May 22nd).

***Benchmarking Project**

Full data gathering at the departmental level across the System begins next week and it is expected that the first major outliers will be identified very quickly. Position adjustment plans will begin to be brought forward to the HR Committee in June. Approximately 180 vacant positions have been identified for elimination valued at almost \$10M in annual salary for the current fiscal year.

***Media and Public Relations update**

Several press releases have occurred since the last Board meeting (CCHHS Procurement Code adoption and the new Intergovernmental Transfer Agreement); copies distributed.

There have been a number of events and other positive news stories (information from Marcel Bright distributed) since the last Board meeting.

COOK COUNTY HEALTH AND HOSPITALS SYSTEM
717 - NEW/REPLACEMENT CAPITAL EQUIPMENT PROGRAM
FY 2007 - FY 2009

DEPARTMENT	FY 2007 APPROVED NOT PURCHASED	FY 2008 APPROVED NOT PURCHASED	FY 2009 REQUEST	TOTAL NEW REQUEST
240 CERMAK HEALTH SERVICES	7,649	1,188,061	1,272,446	2,468,156
890 OFFICE OF THE CHIEF HEALTH ADMINISTRATOR	0	1,846,240	19,779,045	21,625,285
891 PROVIDENT HOSPITAL OF COOK COUNTY	293,400	3,871,861	3,215,535	7,380,796
893 AMBULATORY/COMMUNITY HEALTH NTKW	87,619	0	344,500	432,119
894 RUTH M. ROTHSTEIN CORE CENTER	0	0	0	0
895 DEPARTMENT OF PUBLIC HEALTH	0	0	340,544	340,544
897 JOHN H. STROGER, JR. HOSPITAL OF COOK COUNTY	2,800,000	11,300,000	29,839,294	43,939,294
898 OAK FOREST HOSPITAL OF COOK COUNTY	608,000	400,000	2,807,963	3,815,963
564 TB SANITARIUM DISTRICT	0	95,000	0	95,000
TOTAL DEPARTMENT CAPITAL	\$ 3,796,668 \$	18,701,162 \$	57,599,327 \$	80,097,157



#5

NEWS RELEASE

Cook County Health and Hospitals System

Todd H. Stroger
President, Cook County
Board of Commissioners

Warren Batts
Chairman, Board of Directors
CCHHS

David Small
Interim CEO
CCHHS

Marcel Bright
Director of Public Affairs
CCHHS

For Immediate Release: April 16, 2009

Contact: Public Affairs (312) 864-5508

New Procurement Policy for Health System Will Meet Mandate

CHICAGO – The new procurement policy approved by the Cook County Health and Hospitals System Board of Directors will move the health system one step closer to acquiring the tools necessary to improve operations and the delivery of services mandated by the Cook County Board of Commissioners when it created the independent board, according to System officials.

The measure, passed at the April 9, 2009 meeting of the System Board of Directors, will create a centralized purchasing system for all the System healthcare affiliates.

It also includes several provisions that will modernize the procurement procedures currently used by the System's health facilities and set ethical standards that are designed to preserve the integrity of the System's purchasing process.

One of the key underpinnings of this new procurement policy is that it provides for the System to be "good stewards of the public trust by seeking to spend public dollars in the most efficient fashion in support of delivering quality healthcare while remaining fully committed to the County's policy to promote equal opportunity in the procurement process," said David Small, Interim Chief Executive Officer for the System.

"The System's procurement policy is consistent with the County's Ordinance on Procurement and Contracting, including the goal that the participation by minority and women owned businesses be not less than 35% of the total aggregate value of contracts awarded by the System annually," Small added.

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Cook County Health & Hospitals System

Todd H. Stroger • President
Cook County Board of Commissioners

Warren L. Batts • Chairman
Cook County Health & Hospital System

Jorge Ramirez • Vice-Chairman
Cook County Health & Hospitals System

David R. Small FACHE • Interim CEO
Cook County Health & Hospitals System



Health System Board Members

Dr. David A. Ansell
Commissioner Jerry Butler
David N. Carvalho
Quin R. Golden
Benn Greenspan
Sr. Sheila Lyne
Dr. Luis R. Munoz
Heather E. O'Donnell
Andrea L. Zopp

1900 W. Polk Street, Suite 123
Chicago, IL 60612

April 20, 2009

Dear Commissioners;

On behalf of the Board of Directors of the Cook County Health and Hospitals System ("System Board"), I am pleased to inform you that, at its meeting on April 9, 2009, the System Board adopted the Procurement Policy for the Cook County Health and Hospitals System ("System").

This action was taken pursuant to the Ordinance Establishing the Cook County Health and Hospitals System ("Enabling Ordinance") which expressly provides that the System Board shall have the authority over all procurement and contracts for the System, and further provides that the System may exercise this authority, in whole or in part, pursuant to its discretion. The adoption of this policy is a significant step toward the Enabling Ordinance's ultimate goal of providing the System Board with the tools necessary to improve operations in furtherance of the System's mission of providing quality health care to its patients in as cost effective a manner as possible.

While we believe it is important to inform you of this milestone, we take note that certain representatives of the Minority and Women Owned Business Enterprises ("M/WBEs") currently doing business with the County have raised certain concerns regarding purchasing within the System. At the outset, let me assure you that the System Board is genuinely committed to the County's policy to promote equal opportunity in its procurement process, as well as to the County's goal that Protected Class Enterprises shall participate in not less than 35 percent of the annual aggregate value of all contracts awarded by the System. In fact, this commitment is expressly set forth in the System's new Procurement Policy.

The recent concerns regarding participation by M/WBEs appear to arise in response to the fact that the System has issued a Request for Proposal ("RFP") for the System's participation in a Group Purchasing Organization. By way of background, one of the missions set forth for the System Board in the Enabling Ordinance is to ensure sound fiscal management of all aspects of the System. In furtherance of that mission, the County Board expressly directed the System Board to engage in joint ventures, or to participate in alliances, purchasing consortia (such as a GPO), or other cooperative arrangements, with any public or private entity, consistent with state law. Moreover, the Enabling Ordinance provides that the System Board shall adopt written rules, regulations and procedures with regard to procurement and contracting functions, which must be consistent with provisions set forth in the Cook County Code on Procurement and Contracts. With the adoption of this new Procurement Policy, the System Board is acting consistent with the County's Ordinances while taking a major step toward achieving the mission set for it by the County Board.

• Ambulatory & Community Health Network • Cermak Health Services • Department of Public Health •
• John H. Stroger, Jr. Hospital of Cook County • Oak Forest Hospital • Provident Hospital • Ruth M. Rothstein CORE Center •

We Bring Health CARE to Your Community

Thus, in keeping with the powers and responsibilities granted to it by the County Board, the System Board has determined that it is in the best interests of the System and its patients to utilize a GPO for certain purchases. We acknowledge that critics of this decision argue that use of a GPO may not result in the savings anticipated. In this regard, we note that, in the spring of 2008, the County commissioned the Metropolitan Chicago Healthcare Council ("MCHC") to conduct a study comparing the prices paid by the County for approximately 1300 items to the prices charged for such items pursuant to leading GPOs. Upon its conclusion, the MCHS study recommended that the County:

"perform due diligence with the national group purchasing organizations and establish a primary relationship with one GPO... In addition, a relationship with a GPO that is proficient in custom contracting will allow the CCBHS to maintain a degree of flexibility and vendor choice. Many metropolitan, county and state facilities have GPO affiliations and most GPOs follow GAAP and established purchasing processes and have Historically Underutilized Businesses programs in place."

The MCHC study concluded that the System could experience substantial savings by participation in a GPO. In addition, the System has experienced significant savings through its current participation in a GPO which was initially approved by the County Board. Finally, in this regard, we note that the System's 2009 budget, as approved by the County Board, incorporates savings the System anticipated realizing through appropriate use of GPOs.

Significantly, there appears to be a general misunderstanding on the part of some of the M/WBE representatives who have raised concerns about the M/WBE participation and the System's use of a GPO. These representatives allege that membership in a GPO precludes participation by M/WBEs in System contracts let pursuant to the GPO. This is not the case. The fact is that, once the System is part of a GPO, each contract entered into pursuant to that GPO will still be subject to the provisions of the County's Ordinance on Procurement and Contracts, including the provisions addressing M/WBE participation.

As an initial matter, an M/WBE may apply to be an authorized GPO supplier. The GPOs that have responded to the System's RFP each have mechanisms in place to assist M/WBEs in becoming suppliers in the GPO. Moreover, the System is committed to assisting the M/WBEs in interfacing with the GPO in this regard. Again, it is significant to note that, once the System selects a prime vendor under the GPO, the System will still have to negotiate a contract with that prime vendor. And, that contract will be subject to the provisions regarding the participation of M/WBE as set forth in the provisions of the County's Ordinance addressing M/WBE participation. This will include addressing participation by County certified M/WBEs as subcontractors under each contract entered into pursuant to the GPO, on a case by case basis.

The M/WBE representatives also raise a concern that the contract with the GPO should be let pursuant to a competitive bid. Because the GPO contract itself is essentially a contract for services and contains no price term, the System has determined that the contract is not adaptable to competitive bidding. Use of a Request for Proposal in this instance is contemplated by and in accord with the provisions of the both the County's Ordinance on Procurement and Contracting and the System's Procurement Policy.

With regard to the use of an RFP, and the allegation of a lack of transparency, we wish to clarify that the opening of an RFP is treated differently than the opening of a competitive bid. Both the County's Ordinance on Procurement and Contracts and the System's Procurement Policy provide that RFPs are to be opened in the presence of one or more witnesses, but do not require that this opening be in public as with a competitive bid. In fact, the Ordinance prohibits disclosure of the contents of an RFP during the negotiation process. However, the Ordinance does provide that a record of proposals shall be prepared and open for public inspection after award of the contract.

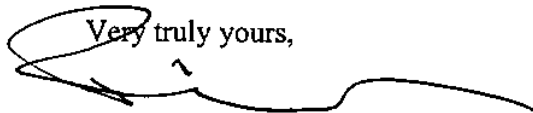
We also note that the M/WBE representatives allege that, under the new GPO contract, the System "is planning to award a three-year annual contract of \$165,000,000 worth of product bids to a GPO." This is misleading. What the System anticipates is utilizing the GPO for the purchase of certain supplies on a case-by-case basis from individual vendors who are participating suppliers in the GPO. The expected value of these purchases is approximately \$90,000,000 annually.

The M/WBE representatives also allege that a vendor currently supplying pharmaceuticals to the System through a contract previously approved by the County Board has not met its M/WBE participation goals as agreed to in its contract. This is not true. This vendor has met the participation goals as agreed. We do note that based upon the unique nature of a contract for the purchase of pharmaceuticals, which is subject to stringent manufacture and delivery standards, the County Board approved a reduced participation goal for this contract. The County's Ordinance expressly provides that where it is determined that the established 35 percent participation goal is not appropriate for a specific contract, appropriate goals may be set. In this instance, the County Board approved a goal of 3 percent M/WBE participation which the vendor is satisfying.

Through the appropriate use of GPOs, the System Board is demonstrating a balance between its commitment to being the best stewards of the public trust by the efficient use of resources appropriated and its commitment to the County's policy to promote equal opportunity in its procurement process.

I hope that this information has been helpful.

Very truly yours,



David R. Small, FACHE
Interim Chief Executive Officer

Cc: Cook County Health and Hospitals System Board of Directors
President Todd H. Stroger
Joseph Fratto, Chief of Staff



NEWS RELEASE

Cook County Health and Hospitals System

Todd H. Stroger
President, Cook County
Board of Commissioners

Warren Batts
Chairman, Board of Directors
CCHHS

David Small
Interim CEO
CCHHS

Marcel Bright
Acting Director
CCHHS Public Affairs

For Immediate Release: April 23, 2009

Contact: Public Affairs (312) 864-5508

CCHHS ANNOUNCES INCREASE IN ANTICIPATED DISPROPORTIONATE SHARE (DSH) FUNDING FOR HOSPITAL CARE OF THE UNINSURED

CHICAGO - The *Cook County Health & Hospitals System (CCHHS)* is pleased to have reached an agreement with the Illinois Department of Healthcare and Family Services (HFS) that will provide CCHHS Disproportionate Share (DSH) program revenues for State Fiscal Year 2009 at an estimated \$70 million more than in State Fiscal year 2009.

This funding increase is related to the recently approved intergovernmental agreement, federal and state Medicaid state plan amendment, and state law passed by the General Assembly in 2008 and is intended to support medical care and services by CCHHS for Medicaid and the uninsured. The agreement has been signed by the appropriate County officials and is expected to be signed by the state within days.

These revenues help supplant losses the System endured including the more than \$100 million in supplemental Medicaid revenue that was lost in recent years due to federal regulations phasing down permissible reimbursements to public hospitals and the significant growth in the uninsured which resulted in hundreds of millions in cost. CCHHS is the largest provider of Medicaid and uncompensated care in the state by a large margin. The improved government funding "should help the long term viability of the County health System," Interim Chief Executive Officer David Small said.

-MORE-

Medicaid increase add one

DSH funding is the singular source of federal funding to assist hospitals with the costs of caring for the uninsured. The *Cook County Health and Hospitals System* is the top provider of safety net healthcare services in the State of Illinois. In December, 2008, the federal Center for Medicare and Medicaid Services (CMS) approved a Medicaid State Plan Amendment allowing for renewal of the Illinois Hospital Assessment Program bringing billions in funding to Illinois and Illinois hospitals over 5 years beginning July, 2008.

As part of that approval, CCHHS hospitals were approved by CMS to participate in the drawing from Illinois' DSH allocation to help offset costs of caring for the uninsured. For more than a year, CCHHS management has worked intensively in partnership with HFS to seek means to remediate the Medicaid losses incurred by the System over recent years. These DSH monies help do so. As has been true for more than fifteen years, Cook County remains a net contributor to the State of Illinois Medicaid program, adding no net costs to the State of Illinois Medicaid program.

"On behalf of the staff and the residents served by CCHHS, we want to express our gratitude to State Legislative leadership for enacting the enabling legislation in support of the Hospital Assessment and Disproportionate Share Medicaid State Plan Amendments. We thank also Director Maram, HFS staff, the Office of the President of the Cook County Board, the Board of Commissioners, and CMS for their collaboration over many months in seeking means to assist the financing of medical care to those most in need", Small added.

Finally, CCHHS thanks the Obama Administration and the Illinois Congressional delegation, with special gratitude to Senator Durbin, for their attention in the American Recovery and Reinvestment Act to Medicaid financing, raising state DSH allotments, and other funding streams to improve healthcare delivery and access for those most in need in this time of extraordinary economic crisis.

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Cook County Health and Hospitals System
Report of the Meeting of the Board of Directors
April 24, 2009

ATTACHMENT #2

April 24, 2009 Board Meeting Agenda Item #7

Contract Synopsis

Vendor: Quick Leonard Kieffer International

Following evaluation of responses to an issued Request for Proposals, Quick Leonard Kieffer International (QLK) was one of the Executive Search Firms chosen and recommended to (and approved by) the CCHHS Board.

QLK will be retained under a two year contract (to commence upon approval of the CCHHS Board) to assist in the recruitment of qualified candidates for specific key and/or hard to fill positions that the Chief Executive Officer might determine (on an individual case basis) as appropriate for search assignment placement with QLK.

A fixed professional fee of 25% of the value of the total first year's cash compensation (base, any sign-on bonus, any first year performance bonus) has been negotiated for each search assignment that might be given to QLK. This fee represents a discount from the usual and customary fee of 33% by this Vendor.

The estimated fee will be paid in incremental steps (1/3 upon assignment of a search project, 1/3 due 45 days after initiation of search assignment, 1/3 due at 90 days after initiation of search assignment) with final billing incorporating any necessary adjustments (based upon actual agreed upon compensation for the candidate selected) at the conclusion of the search assignment.

Direct expenses in conjunction with a particular search assignment such as candidate interview expenses will be billed monthly during the search project.

The contract complies with all necessary Cook County requirements, has been reviewed and approved by the States Attorney's Office, and reviewed by the County Purchasing Agent's Office and County Contract Compliance.

Funds for this contract are included in the FY 2009 Budget within budget unit 890.

APPROVED

APR 24 2009

BY BOARD OF
DIRECTORS OF THE COOK COUNTY
HEALTH AND HOSPITALS SYSTEM

DRAFT

PART I

**CONTRACT FOR SERVICE BETWEEN
THE COUNTY OF COOK/COOK COUNTY HEALTH AND HOSPITALS
SYSTEM AND**

Quick Leonard Kieffer International, Inc.

This Contract is made and entered into by and between the County of Cook, Illinois, a body politic and corporate, ("County") through its Cook County Health and Hospitals System ("System"), and Quick Leonard Kieffer International, Inc. ("Contractor"), with its principal place of business at 555 West Jackson Blvd., 2nd Floor Chicago, IL 60661.

WHEREAS, the System makes health care services available to persons who reside in Cook County, Illinois, regardless of their ability to pay, including the provision of health care to the indigent in a proficient and compassionate manner, and performs this function through the System which, through its health care delivery system, provides ambulatory and hospital health services; and,

WHEREAS, the System requires the following services: Search firm services to find and recruit candidates for various high level positions for the Health System ("Services") and

WHEREAS, the Contractor is willing and able to supply the Services on the terms and conditions provided and in consideration for the fees set forth herein; and;

NOW THEREFORE, in consideration of the premises and mutual undertakings herein set forth, the parties agree as follows:

I. SCOPE OF WORK

The Contractor agrees to perform the Services that are described in Exhibit A, Scope of Work.

II. TERM

This Contract shall commence on the date for which the Cook County Health and Hospitals system authorizes execution of the Contract. Upon the date authorized by the Cook County Health and Hospitals System, the Contractor shall commence the provision of Services for a term of twenty four (24) months. This Contract may be extended upon the mutual agreement of Contractor and the Cook County Health and Hospitals System Board ("System Board").

III. COMPENSATION AND PAYMENT

Compensation and Payment shall be made as set forth in Exhibit B, Payment Terms.

IV. GENERAL CONDITIONS

This Contract incorporates and is subject to the provisions attached hereto as Part II, General Conditions Supply Service Sole Source.

DRAFT

V. EXHIBITS

The Contract incorporates the following Exhibits attached hereto:

Exhibit A, Scope of Work; and
Exhibit B, Payment Terms.

VI. ORDER OF PRECEDENCE

In the event that there is a conflict between or among any of the terms and conditions of any of the documents described below (which are collectively referred to herein as the "Contract"), the order of precedence to be used in interpreting the documents, from highest to lowest in priority and precedence, shall be as follows:

- (1) Part I; Contract;
- (2) Part II, General Conditions;
- (3) Exhibit A, Statement of Work; and
- (4) Exhibit B, Payment Terms.
- (5) Cook County Certification and Execution Forms.

END OF PART I

DRAFT

EXHIBIT A

SCOPE OF WORK

I. EXECUTIVE SUMMARY:

The Cook County Health and Hospitals System (CCHHS) is in need of external expertise in the area of executive recruitment to assist with the successful filling of senior and other hard to recruit positions across the System over the course of the next twenty-four (24) month period. Quick Leonard Kieffer (QLK) is one of the country's leading boutique executive search firms specializing in the healthcare industry, consisting of a group of experienced executive search consultants, committed to creating a niche firm that focuses on quality execution for a select number of clients. QLK is located in Chicago and brings a wealth of experience assisting hospitals of all sizes, health systems, and academic medical centers throughout the United States.

II. SERVICES:

An overview of the scope of work to be performed by QLK ("Contractor"), deliverables and anticipated project schedule follows:

At the start of the search, an outline is created detailing deliverables, and dates for those deliverables. In addition, calls regarding the progress of the search are scheduled at regular intervals between the consultant and applicable client parties during the course of the engagement. These calls are a chance for our clients to get feedback on the status of the search, and to make sure that the search is on track.

One of the first steps in the process is to develop a position specification for your review and approval. This validates that we heard what qualities are essential in your new leader. It also ensures that we share your understanding of the assignment as we begin to network for prospective candidates. Through a collaborative process, we create a blueprint of the "ideal" candidate.

This specification establishes precise short-term and long-term objectives for the incoming executive. The document we produce together is not so much a job description as a statement of the goals and issues that will face the new person. Each QLK job specification includes a "challenges" section to give candidates full appreciation of your situation. The document does, of course, also articulate the professional experiences and the personal characteristics required to meet those challenges.

We find this process helps to build a consensus within your organization about where it is going and what is expected of the successful placement. We are most effective when we can make recommendations and work with you to clarify your objectives and specifications.

We pride ourselves on being good industry strategists. We are able to think "outside of the box" and help you consider new and often unknown alternatives to meet your leadership needs. Developing this search strategy with you is critical because it defines the direction for the entire search process.

DRAFT

RESEARCH

We collect as much written information about your organization as possible, as it helps us understand your organization and culture. At the same time, it helps us to accurately explain the opportunity to interested parties.

Through careful research, we determine which organizations are likely to have the executives who can be exceptional leaders for you. Once we identify those organizations, we then target those types of individuals.

Also, we conduct extensive telephone networking, drawing upon our contacts around the country, including our own proprietary database of more than 50,000 potential candidates.

Our objective is to cast as wide of a net as possible to assemble a deep and diverse candidate pool. Our networking always includes a concerted effort to reach interested and qualified candidates. We strive to present a slate of candidates that will represent a variety of backgrounds and experiences.

PROSPECT IDENTIFICATION

Many of the candidates we reach out to, we already know. They are individuals we have known for a long time and whose careers we have followed. We know who has succeeded, and in what type of environment. We know who is ready for a greater challenge and who is not.

Additionally, through careful research, we also determine which organizations are likely to have the executives who can be exceptional leaders for you. Once we identify those organizations, we then target those types of individuals.

Also, we conduct extensive telephone networking, drawing upon our contacts around the country, including our own proprietary database of more than 30,000 potential candidates.

Peer recognition is also a powerful recommendation. If the same name is referred to us multiple times, that is a clear signal. Former executives of organizations are valuable contacts, as well. They know who is open or closed to a possible opportunity and who are "capped" at their current level.

Our objective is to cast as wide of a net as possible to assemble a deep and diverse candidate pool. Our networking always includes a concerted effort to reach interested and qualified candidates. We share your position specification with these candidates, and in turn, gather information regarding their qualifications and level of interest.

The people we target receive phone calls from search firms every week. The name Quick Leonard Kieffer, well known in our industry, gets our calls returned. To get their attention and interest, however, takes a special kind of insight and persuasion.

It is not uncommon to have internal candidates in some searches. These individuals undergo the same screening and assessment process as external candidates, but we appreciate the delicate nature of their situation and work with them accordingly.

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To avoid any confusion in the marketplace, we ask that all activity regarding your search be directed through us. We also request that clients refer to us any candidates already known to them or who may present themselves to them directly. This enables us to give you an objective evaluation of all candidates and, therefore, the critical sense of comparison you truly need in your decision-making.

After we have sourced, contacted, developed and interviewed interested individuals, we formulate a slate of the best candidates for the position to be filled. These are presented to the Search Committee in a book, containing a written profile of each candidate along with his/her resume or CV. This book is mailed as requested to each Search Committee Member prior to the book review meeting.

At the book review, each candidate included in the book is discussed by the Search Committee and QLK consultant(s). At this time the Search Committee selects candidates to be interviewed.

PROSPECT EVALUATION

Before committing to a face-to-face interview, we assess motivation and make a judgment as to a candidate's strengths and weaknesses before we share with them confidential information about you. We pride ourselves on being good stewards of our clients' resources.

No matter how impressive a candidate's resume, the only true way to get a feel for his or her individual character is the personal interview. Only the most qualified are interviewed. The interviews are designed to determine if the candidate has the qualities that you need, including the skills, vision, cultural/values fit, and confidence to meet the demands required. A written evaluation is prepared detailing this information including a complete personal and salary history.

Our in-person interviews are biographical in nature. We trace a person's career, learning about their accomplishments in each successive role, challenges undertaken, milestones achieved, mistakes made along the way, and lessons learned.

The goal of these evaluations is to make assessments that can be used in greater discussion in client interviews and subsequent references.

We look for the fit between what the candidate has encountered in the past and the challenges of the role under consideration. We seek to identify the patterns in a candidate's career that have led him or her to particular types of challenges and success at certain tasks or roles.

We know that a leader who excels in one organization may not necessarily Thrive in another. So, we make sure that we present not only those candidates who have the expertise and experience you require, but also those who are compatible with the unique character of your organization. This understanding makes all the difference in the outcome of your search.

Finding the "fit" is the most difficult part of the search. Identifying those individuals who look good on paper is one thing, but we have the rare ability to match the intangibles as well. That is why we pay special attention to determining a fit for the client's culture, values, and mission. Equally important is the coupling of a candidate with the politics of the organization.

While all search firms are deluged with people who are in active searches, our role is to deliver the right executives because of their suitability, and not just their availability.

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Most of our candidates are employed and quite successful in their current positions. Thus, on behalf of our clients, we take great effort to protect the confidentiality of their interest in your situation. We also take particular care to keep candidates advised of their status, and to handle rejected candidates with dignity and consideration. After completion of these steps, and only then, do we recommend a slate of semi-finalists for the client to invite for interviews.

APPLICANT INTERVIEWS

Round 1 and 2 interviews are facilitated by QLK. The times and locations specified by Cook County Health and Hospitals System are coordinated with the candidates' by our staff in Chicago. We arrange all the candidates travel and accommodation and act as observers during the interviews (unless specified otherwise).

We provide sample, suggested questions tailored to the specific search to help the Search Committee elicit information that will help them to discern the candidates past experience and capability.

Our consultants are always available and regular update calls will be scheduled throughout the process. Search Committee Members will always be well informed and up to date on all information regarding candidates and the search process.

REFERENCING & BACKGROUND INVESTIGATIONS

Early in the process, we learn as much as possible about the candidates without compromising their present situation. Confidential checks are made on education credentials, public document searches, etc. We talk to people we know, and trust us, before we make any assessment as to suitability for your situation.

Through our deep network of contacts we are ensured of in-depth and comprehensive referencing of all candidates. Before we make any expenditure to meet a candidate, we have quietly conducted preliminary referencing with people who know them the best.

Because most of the executives we recommend for your position are employed, clients must respect this fact and work to minimize exposure of candidates throughout the search process. This means that no candidate name or presentation material can be shared with anyone other than those directly involved in the search process.

Once you have selected one or two "final" candidates, we conduct "layered" reference checks with past and current employers. Information is provided to you, and you are always invited to make your own calls.

We believe references are just as important as a candidate's performance in a series of interviews. We do not solicit letters of reference. Instead, we speak directly with each candidate's bosses, peers, competitors and subordinates over the course of their career, asking questions and eliciting comments on themes that we have previously explored with the candidate. We document our thorough reference material in a transcript style report and typically provide detailed commentary on each finalist.

Our service is not just a set of candidates, but also a discussion of market availability, comparative benchmarking, and a comfort knowing that we have helped you find the best executive to meet your needs and goals. We learn what you want, but we also learn what the best candidates want.

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In addition to reference checks, each candidate that is presented has an educational check completed to verify his or her educational background. Final candidates are extensively referenced and criminal background checks are completed.

A specific addenda to this main contract will be issued for each individual search project that is assigned and accepted to the Contractor, setting out any position specific terms, conditions, and schedule for that search. There is no limit under this main contract on the number of individual search addenda that might be executed during the term of the contract. The Contractor may decline a search project if the Contractor feels that it does not have the expertise to successfully complete the particular assignment.

III. CONTACT INFORMATION

The principal contact for the CCHHS will be the Chief Executive Officer, or his designee, with the System offices being located at 1900 West Polk Street, Suite 220, Chicago, IL, 60612.

The principal contact for the Contractor will be Roger Quick, President & Chief Executive Officer, with Corporate Headquarters located at 555 West Jackson Blvd., 2nd Floor, Chicago, IL 60661.

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EXHIBIT B

PAYMENT TERMS

Each search project that is assigned and accepted will have specific terms, conditions, and schedules, all of which will be covered within separately executed Addenda to this main contract.

Unless specifically addressed within each Addendum, the general professional fee for each search is on a non-contingent basis and will not exceed **25% of the first year's cash compensation** for the position the Contractor is engaged to assist with. For fee calculation purposes, cash compensation includes base salary, sign-up, and/or incentive bonus payments for the first year of employment.

In addition to the professional fees, the Contractor will be reimbursed for expenses related to the individual search. These include direct out-of-pocket expenses (candidate and consultant travel, lodging and related expenses) incurred on behalf of CCHHS. Expenses incurred will be billed by the Contractor on a monthly basis and will be appropriately supported with receipts, invoices paid, etc.

Professional Fee billing schedule will be as follows:

1/3 of the estimated fee will be paid upon execution of any individual search Addenda

1/3 of the estimated fee will be due 45 days after initiation of the engagement

1/3 of the estimated fee will be due 90 days after initiation of the engagement

Any expenses will be included in the above listed billings. If the professional fee has been fully invoiced prior to completion of the assignment, no further professional fees will be billed until the engagement as been completed, but any month expense billing will continue.

At the conclusion of the engagement, a final billing, incorporating any adjustments based upon the final base compensation and estimated bonus for the position filled, will be rendered.

If an individual search assignment is canceled before completion, the CCHHS will be responsible only for the professional fees billed to date plus actual expenses.

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Request For Proposal No. 09-50-1002P

**ATTACHMENT E:
COOK COUNTY CERTIFICATIONS AND EXECUTION
FORMS**

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ECONOMIC DISCLOSURE STATEMENT

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MBE/WBE UTILIZATION PLAN
Section 1

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

I. **BIDDER'S/PROPOSER'S MBE/WBE STATUS:** (check the appropriate line)

- ___ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification.)
- ___ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letters of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its in the Joint Venture and a completed Joint Venture Affidavit - available from the Office of Contract Compliance.)
- ___ Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the work of the Contract. (If so, complete Sections II and III).

II. **Direct Participation of MBE/WBE Firms**

MBEs/WBEs will perform as subcontractors/suppliers/consultants include the following:

1. Name of MBE/WBE: N/A
 Address: _____
 e-mail: _____
 Contact Person: _____ Phone: _____
 Dollar Amount Participation: \$ _____
 Percent Amount of Participation: _____ %
 *Letter of Intent attached? Yes _____ No _____
2. Name of MBE/WBE: _____
 Address: _____
 e-mail: _____
 Contact Person: _____ Phone: _____
 Dollar Amount Participation: \$ _____
 Percent Amount of Participation: _____ %
 *Letter of Intent attached? Yes _____ No _____

Attach additional sheets as needed.

- * All Letters of Intent and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Compliance Administrator within three (3) business days after bid opening or proposal due date.

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III. Indirect Participation of MBE/WBE Firms

NOTE: This section need not be completed if the MBE/WBE goals have been met through the Direct Participation. If the MBE/WBE goals have not been met through Direct Participation, Bidder/Proposer shall demonstrate that the proposed MBE/WBE Direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.

MBEs/WBEs will perform as subcontractors/suppliers/consultants include the following:

1. Name of MBE/WBE: N/A
 Address: _____
 e-mail: _____
 Contact Person: _____ Phone: _____
 Dollar Amount of indirect Participation \$ _____
 Percent Amount of indirect Participation: _____
 *Letter of Intent attached? Yes _____ No _____

2. Name of MBE/WBE: _____
 Address: _____
 e-mail: _____
 Contact Person: _____ Phone: _____
 Dollar Amount of indirect Participation \$ _____
 Percent Amount of indirect Participation: _____
 *Letter of Intent attached? Yes _____ No _____

Attach additional sheets as needed.

* All Letters of Intent and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Compliance Administrator within three (3) business days after bid opening or proposal due date.

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COOK COUNTY LETTER OF INTENT
(Section 2)FROM MBE/WBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANTContract Title & Number: N/AFrom: _____
(MBE/WBE Firm)To: _____ and the County of Cook
(Bidder/Proposer Firm)

The undersigned is prepared to provide the following services, supplies and project in connection with the above named contract:

Each service performed and /or item supplied will be detailed under Description of Service/Supply and Project with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. All services performed and/or supplies provided must be directly related to this specific Cook County contract and must not include any services/supplies related to any other government contract.

Description of Service/Supply/Project	Fee/Cost
1. _____	\$ _____ %
2. _____	\$ _____ %
3. _____	\$ _____ %
4. _____	\$ _____ %
Total: \$ _____ %	

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Upon Penalty of perjury, I _____ (print name)
the _____ (title) and duly authorized representative
of the _____ (MBE/WBE firm) affirm that
the foregoing information is true and correct and the services, supplies, and/or
project indicated above will be supplies/performed for the above indicated total
dollar amount \$ _____ which represents the above indicated total
percentage _____ % for the contract amount \$ _____.

(Signature of affiant)

(Date)

Subscribed and sworn to before me this _____ day of _____, 200__.

(Notary's Signature)

(Notary Seal)

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COOK COUNTY LETTER OF INTENT

Upon Penalty of perjury, N/A (print name)
 the _____ (title) and duly authorized
 representative of the _____ (Bidder Proposer firm)
 affirm that the foregoing information is true and correct and the services,
 supplies, and/or project indicated above will be supplies/performed for the
 above indicated total dollar amount \$ _____ which represents the
 above indicated total percentage _____ % for the contract amount
 \$ _____.

 (Signature of affiant)

 (Date)

Subscribed and sworn to before me this ____ day of _____, 200__.

 (Notary's Signature)

 (Notary Seal)

Revised: 3/4/88

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PETITION FOR WAIVER OF MBE/WBE PARTICIPATION
(SECTION 3)

A. BIDDER/PROPOSER HEREBY REQUESTS:



FULL MBE WAIVER



FULL WBE WAIVER



REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

____ % of Reduction for MBE Participation

____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.



(1) lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract (please explain)



(2) the specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation (please explain)

See Below:



(3) price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid (please explain)



(4) there are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms (please explain)

Due to the nature of this assignment, and the time restrictions involved, all work is to be conducted by the contractor.

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C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

- ☐ (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation (please attach)
- ☐ (2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business (please attach)
- ☐ (3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services (please attach)
- ☐ (4) Use the services and assistance of the Office of Contract Compliance Staff (please explain)
- ☐ (5) Engaged MBEs & WBEs for indirect participation (please explain)

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

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**CONTRACTOR CERTIFICATIONS
(SECTION 4)**

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND COOK COUNTY ORDINANCES. CONTRACTOR IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO EXECUTION OF THIS CONTRACT. EXECUTION OF THE CONTRACT SHALL CONSTITUTE EXECUTION OF THESE CERTIFICATIONS AND SHALL ALSO CONSTITUTE A WARRANTY BY CONTRACTOR THAT ALL THE STATEMENTS SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE AND CORRECT STATEMENTS. CONTRACTOR IS HEREBY NOTIFIED THAT FAILURE TO EXECUTE THESE CERTIFICATIONS SHALL RESULT IN DISQUALIFICATION FROM ELIGIBILITY FOR THE AWARD OF THIS CONTRACT. CONTRACTOR IS FURTHER NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THE CONTRACT SHALL BE SUBJECT TO TERMINATION.

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION. No person or business entity shall be awarded a contract or sub-contract, for a period of two (2) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal if that person or business entity,

- (a) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity.
- (b) Has been convicted by federal, state or local government of an act committed, of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 et seq.
- (c) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government.
- (d) Has been convicted of an act committed, by federal, state or local government of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1 et seq.
- (e) Has been convicted of price-fixing or attempting to fix prices under the laws of federal, state or local government.
- (f) Has been convicted of defrauding or attempting to defraud any state, federal, local government or school district in the State of Illinois.
- (g) Has made an admission of guilt of such conduct as set forth in subsections (a) through (f) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to.
- (h) Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government.
- (i) Has, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property.
- (j) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses.
- (k) Has, within a two-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default.
- (l) Has, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the County or by the federal government, any state, or any other unit of local government.

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- (m) Has entered a plea of nolo contendere to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (a) through (l) above.

THE UNDERSIGNED HEREBY CERTIFIES THAT:

(1) the entity on whose behalf this certification is submitted has not been convicted, or entered a plea of nolo contendere, or made an admission of guilt to any act described in Chapter 10, Section 10-7.1. (a) through (m) of the Ordinances and Resolutions of the County of Cook;

(2) the owner, partner or shareholder who controls, directly or indirectly, twenty percent (20%) or more of the business entity has not been convicted or entered a plea of nolo contendere or made an admission of guilt to any act described in Chapter 10, Section 10-7.1. (a) through (m);

(3) it does not employ as an officer, any individual who was an officer of another business entity at the time the latter business entity committed a disqualifying act described in Chapter 10, Section 10-7.1. (a) through (m);

(4) it does not have an owner who controls, directly or indirectly, twenty percent (20%) or more of the business who was an owner who, directly or indirectly, controlled twenty percent (20%) or more of a business entity at the time the latter committed a disqualifying act described in Chapter 10, Section 10-7.1. (a) through (m).

B. BID-RIGGING OR BID ROTATING.

In accordance with Public Act 85-1295 (as amended by Public Act 86-150) Section 33E-11 (Illinois Compiled Statutes, 720ILCS 5/33 E-11).

- B.1 Neither the Contracting Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

B.2 BUSINESS RELATIONSHIPS WITH COOK COUNTY ELECTED OFFICIALS

Has the Contracting Party had a "business relationship" with any County elected official in the 12 months before the date these Execution Forms were signed?

☐ Yes ☒ No

If yes, please identify below the name(s) of such County elected officials and describe such relationship(s):

Name: _____ Relationship: _____

Name: _____ Relationship: _____

Name: _____ Relationship: _____

THE UNDERSIGNED HEREBY CERTIFIES THAT: it is not barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

C. DRUG FREE WORKPLACE ACT

In accordance with Public Act 86-1459 (Illinois Compiled Statutes, 30 ILCS 580/2-11).

THE UNDERSIGNED HEREBY CERTIFIES THAT: it will provide a drug free workplace as per the requirements of Public Act 86-1459.

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D. COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.

Cook County Ordinance Chapter 10, Section 10-6.1 provides that no person or business entity shall be awarded a contract or subcontract for goods or services with the County of Cook that is delinquent in the payment of any tax (including real estate tax) or fee administered by the County of Cook.

THE UNDERSIGNED HEREBY CERTIFIES THAT: it is not delinquent in the payment of any tax or fee administered by the County of Cook (including real estate tax) unless such tax is being contested in accordance with the procedures established by County Ordinance.

E. COOK COUNTY HUMAN RIGHTS ORDINANCE (adopted March 16, 1981)

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs.

THE UNDERSIGNED HEREBY CERTIFIES THAT: it is in compliance with these policies and it is in agreement to abide by such policies as a part of its contractual obligations.

F. ILLINOIS HUMAN RIGHTS ACT

In accordance with Public Act 81-1216 (Amended by P.A. 87-1257) (Illinois Compiled Statute, 775 ILCS 5/2-105).

THE UNDERSIGNED HEREBY CERTIFIES THAT: it is in compliance with the Act and is in agreement to abide by the requirements of the Act as part of its contractual obligations.

G. COOK COUNTY MACBRIDE ORDINANCE (adopted May 16, 1985)

Cook County MacBride Ordinance provides that if the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, it is hereby required that the contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

THE UNDERSIGNED HEREBY CERTIFIES THAT: it is in full compliance with the provisions of this Ordinance and is in agreement to abide by the requirements of the MacBride Principles for Northern Ireland as part of its contractual obligations.

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H. LOCAL BUSINESS PREFERENCE (adopted March 6, 1987)

The Purchasing Agent shall, in the purchase of all supplies, services and construction by competitive sealed bidding, accept the lowest bid price or lowest evaluated bid price from a responsive or responsible local business, provided that the bid does not exceed the lowest bid price or lowest evaluated bid price from a responsive and responsible non-local business by more than two percent (2%).

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

- 1.) Is bidder/proposer a "Local Business" as defined above?
Yes: Yes No: _____
- 2.) How many persons are currently employed on a full-time basis by bidder/proposer? 21
- 3.) Did the bidder/proposer have a bona fide establishment at transacting business within Cook County on the date this bid was advertised?

Yes: Yes No: _____

If yes, list such bidder/proposer business addresses:

555 W. Jackson Blvd, 2ND Floor
Chicago, IL 60661

- 4.) Does bidder/proposer have locations at which it transacts business outside the County of Cook? Yes: _____ No: Yes

If yes, list such bidder/proposer business addresses:

(Attach Additional Sheets if Necessary)

- 5.) How many of bidder/proposer's current full-time employees work at locations within the County of Cook? 20

THE UNDERSIGNED HEREBY CERTIFIES THAT: he/she has personal knowledge of the information provided above and that the information provided is correct.

- I. LIVING WAGE ORDINANCE (adopted September 15, 1988 effective December 1, 1988)
The Cook County Living Wage Ordinance mandates that a base wage of \$9.43 per hour be paid to individuals employed under contracts between Cook County and any person or entity awarded a Contract by Cook County or the subcontractor of any such person or entity.

DRAFT

"Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "contract" as used in this ordinance specifically excludes contracts with the following:

- 1.) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United States Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2.) Community Development Block Grants;
- 3.) President's Office of Employment Training;
- 4.) Sheriff's Work Alternative Program; and
- 5.) Department of Correction inmates.

THE UNDERSIGNED HEREBY CERTIFIES THAT: it is in compliance with this Ordinance and agrees to abide by the requirements of this Ordinance as part of its contractual obligations.

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (adopted November 18, 1997)
Effective July 1, 1998 every Applicant for a County Privilege shall be in full compliance with any Child Support Order before such Applicant is entitled to receive or renew a County Privilege. When Delinquent Child Support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

"Applicant" means any person or business entity, including all Substantial Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.

"County Privilege" means any business license, including but not limited to liquor dealers' licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property license or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; County HOME Loan, and contracts exceeding the value of \$25,000.00.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

In this regard, please provide the name and social security number of each Substantial Owner of the business entity, the name of which appears on the execution page.

If the Contracting Party is unable to certify to any of the above statements in this part, Vendor Certifications, the Contracting Party must explain below:

N/A

If the letters, "NA", the word "None" or no response appears above, it will conclusively presume that the Contracting Party certified to the above statements.

DRAFT

SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Name: _____

Business: _____

Relationship to Contractor: _____

(Subcontractor, Attorney or Lobbyist, etc., please indicate fees to be paid or to be retained or anticipated).

Fees: _____

DRAFT

ACKNOWLEDGMENTS, CONTRACT INCORPORATION,
COMPLIANCE, PENALTIES, DISCLOSURE
 (SECTION 5)

The Contracting Party understands and agrees that:

- A. By completing and filing this, the Contracting Party acknowledges and agrees, on behalf of itself and the persons or entities named in this EDS, that the County may investigate the creditworthiness of some or all of the persons or entities named in this EDS.
- B. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the County in connection with the Matter, whether procurement, County assistance, or other County action, and are material inducements to the County's execution of any contractor taking other action with respect to the Matter. The Contracting Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- C. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312)603-4304 (69 N. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Contracting Party must comply fully with the applicable ordinances.
- D. If the County determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the County may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Contracting Party's participation in the Matter and/or declining to allow the Contracting Party to participate in other transactions with the County. Remedies at law for a false statement of material fact may include incarceration and an award to the County of treble damages.
- E. It is the County's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Contracting Party waives and releases any possible rights or claims which it may have against the County in connection with the public release of information contained in this EDS and also authorizes the County to verify the accuracy of any information submitted in this EDS.
- F. The information provided in this EDS must be kept current. In the event of changes, the Contracting Party must supplement this EDS up to the time the County takes action on the Matter. If the Matter is a contract being handled by the Office of the Purchasing Agent, the contracting Party must update this EDS as the contract requires.

The Contracting Party represents and warrants that:

- G. The Contracting Party has not withheld or reserved any disclosures as to economic interests in the Contracting Party, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County agency action.

DRAFT

CERTIFICATION

Under penalty of perjury, the person signing below warrants that he/she is authorized to execute this EDS on behalf of the Contracting Party and warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the County.

Quick Leonard Kieffer International, Inc.
Print or type name of Contracting Party

By: Roger A. Quisk

Roger A. Quisk
Print or type name of person signing

President & CEO
Print or type title of person signing

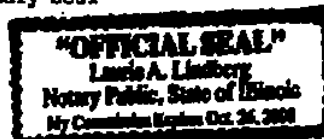
9/8/2008
Date

Signed and sworn to before me this 8th day of September, 2008.

Laurie A. Lindberg
Notary Public Signature

Commission Expires: Oct. 26, 2008

Notary Seal



DRAFT

EXECUTION BY A SOLE PROPRIETOR
(SECTION 6)

The undersigned acknowledges receipt of a full set of Contract Documents for Contract Number _____ and Addenda Number(s) _____ (None unless indicated here). The undersigned makes the foregoing Bid Proposal subject to all of the terms and conditions of the Contract Documents. The undersigned certifies that all of the foregoing statements of the Contractor Certifications are true and correct. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Bid Proposal are true and correct. Upon award and execution of the Contract, the undersigned agrees that execution of this Bid Proposal shall stand as the undersigned's execution of the Contract.

BUSINESS NAME: _____ *N/A*

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FERN/SEN: _____

FAX NUMBER: _____

* COMPLETE LIST OF REAL ESTATE OWNED IN COOK COUNTY:

PERMANENT INDEX NUMBER(S): _____

IF NOT APPLICABLE, YOU MUST INDICATE THAT IT IS NOT APPLICABLE
(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS).

**COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: X _____

Date: _____

Subscribed and Sworn to

before me this _____ day

of _____, 200____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

* REQUIRED PER COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.

** If you are operating under an assumed name, provide the Cook County Registration Number hereunder as provided by Illinois Compiled Statutes, 805 ILCS 405/1.

EDS-16

3.138

DRAFT

**EXECUTION BY A SOLE PROPRIETOR
(SECTION 6)**

The undersigned acknowledges receipt of a full set of Contract Documents for Contract Number _____ and Addenda Number(s) _____ (None unless indicated here). The undersigned makes the foregoing Bid Proposal subject to all of the terms and conditions of the Contract Documents. The undersigned certifies that all of the foregoing statements of the Contractor Certifications are true and correct. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Bid Proposal are true and correct. Upon award and execution of the Contract, the undersigned agrees that execution of this Bid Proposal shall stand as the undersigned's execution of the Contract.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FBN/SSN: _____

FAX NUMBER: _____

* COMPLETE LIST OF REAL ESTATE OWNED IN COOK COUNTY:

PERMANENT INDEX NUMBER(S): _____

IF NOT APPLICABLE, YOU MUST INDICATE THAT IT IS NOT APPLICABLE
(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS).

**COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: X _____

Date: _____

Subscribed and Sworn to

before us this _____ day

of _____, 200____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

* REQUIRED PER COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.

** If you are operating under an assumed name, provide the Cook County Registration Number hereunder as provided by Illinois Compiled Statutes, 805 ILCS 405/1.
EDS-17

DRAFT

**EXECUTION BY A SOLE PROPRIETOR
(SECTION 6)**

The undersigned acknowledges receipt of a full set of Contract Documents for Contract Number _____ and Addenda Number(s) _____ (None unless indicated here). The undersigned makes the foregoing Bid Proposal subject to all of the terms and conditions of the Contract Documents. The undersigned certifies that all of the foregoing statements of the Contractor Certifications are true and correct. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Bid Proposal are true and correct. Upon award and execution of the Contract, the undersigned agrees that execution of this Bid Proposal shall stand as the undersigned's execution of the Contract.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FBN/SEN: _____

FAX NUMBER: _____

* COMPLETE LIST OF REAL ESTATE OWNED IN COOK COUNTY:

PERMANENT INDEX NUMBER(S): _____

IF NOT APPLICABLE, YOU MUST INDICATE THAT IT IS NOT APPLICABLE
(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS).

**COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: X _____

Date: _____

Subscribed and Sworn to

before me this _____ day

of _____, 200____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

* REQUIRED PER COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.

** If you are operating under an assumed name, provide the Cook County Registration Number hereunder as provided by Illinois Compiled Statutes, 805 ILCS 405/1.

DRAFT

EXECUTION BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

The undersigned acknowledges receipt of a full set of Contract Documents for Contract Number _____ and Addenda Number(s) _____ (None unless indicated here). The undersigned makes the foregoing Bid Proposal subject to all of the terms and conditions of the Contract Documents. The undersigned certifies that all of the foregoing statements of the Contractor Certifications are true and correct. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Bid Proposal are true and correct. Upon award and execution of the Contract, the undersigned agree that execution of this Proposal shall stand as the undersigned's execution of the Contract.

BUSINESS NAME: N/A

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FBIN/SEN: _____

CONTACT PERSON: _____ FAX NUMBER: _____

COMPLETE LIST OF REAL ESTATE OWNED IN COOK COUNTY:

PERMANENT INDEX NUMBER(S): _____

IF NOT APPLICABLE, YOU MUST INDICATE THAT IT IS NOT APPLICABLE. ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS.

**COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*** BY: X _____ Date: _____

Subscribed and Sworn to
before me this _____ day
of _____, 200____.

My commission expires: _____

X _____
Notary Public Signature

Notary Seal

* REQUIRED PER COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.

** If you are operating under an assumed name, provide the Cook County Registration Number hereunder as provided by Illinois Compiled Statutes, 805 ILCS 405/1.

*** Attach hereto a partnership resolution or other document authorizing execution of this Bid Proposal on behalf of the Partnership.

DRAFT

EXECUTION BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

The undersigned acknowledges receipt of a full set of Contract Documents for Contract Number _____ and Addenda Number(s) _____ (None unless indicated here). The undersigned makes the foregoing Bid Proposal subject to all of the terms and conditions of the Contract Documents. The undersigned certifies that all of the foregoing statements of the Contractor Certifications are true and correct. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Bid Proposal are true and correct. Upon award and execution of the Contract, the undersigned agrees that execution of this Proposal shall stand as the undersigned's execution of the Contract.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ PRIN/SSN: _____

CONTACT PERSON: _____ FAX NUMBER: _____

COMPLETE LIST OF REAL ESTATE OWNED IN COOK COUNTY:

PERMANENT INDEX NUMBER(S): _____

IF NOT APPLICABLE, YOU MUST INDICATE THAT IT IS NOT APPLICABLE. ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS.

**COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*** BY: X _____ Date: _____

Subscribed and Sworn to
before me this _____ day
of _____, 200____.

My commission expires: _____

X _____
Notary Public Signature

Notary Seal

* REQUIRED PER COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.

** If you are operating under an assumed name, provide the Cook County Registration Number hereunder as provided by Illinois Compiled Statutes, 805 ILCS 405/1.

*** Attach hereto a partnership resolution or other document authorizing execution of this Bid Proposal on behalf of the Partnership.

DRAFT

EXECUTION BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

The undersigned acknowledges receipt of a full set of Contract Documents for Contract Number _____ and Addenda Number(s) _____ (None unless indicated here). The undersigned makes the foregoing Bid Proposal subject to all of the terms and conditions of the Contract Documents. The undersigned certifies that all of the foregoing statements of the Contractor Certifications are true and correct. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Bid Proposal are true and correct. Upon award and execution of the Contract, the undersigned agrees that execution of this Proposal shall stand as the undersigned's execution of the Contract.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FIRM/BBN: _____

CONTACT PERSON: _____ FAX NUMBER: _____

COMPLETE LIST OF REAL ESTATE OWNED IN COOK COUNTY:

PERMANENT INDEX NUMBER(S): _____

IF NOT APPLICABLE, YOU MUST INDICATE THAT IT IS NOT APPLICABLE. ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS.

**COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*** BY: X _____ Date: _____

Subscribed and Sworn to
before me this _____ day
of _____, 200____.

X _____ My commission expires: _____
Notary Public Signature Notary Seal

* REQUIRED PER COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1.

** If you are operating under an assumed name, provide the Cook County Registration Number hereunder as provided by Illinois Compiled Statutes, 805 ILCS 405/1.

*** Attach hereto a partnership resolution or other document authorizing execution of this Bid Proposal on behalf of the Partnership.

DRAFT

EXECUTION BY A CORPORATION
(Section 8)

The undersigned acknowledges receipt of a full set of Contract Documents for Contract Number _____ and Addenda Number(s) _____ (None unless indicated here). The undersigned makes the foregoing Bid Proposal subject to all of the terms and conditions of the Contract Documents. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Bid Proposal are true and correct. Upon award and execution of the Contract, the undersigned agrees that execution of this Proposal shall stand as the undersigned's execution of the Contract.

BUSINESS NAME: Quick Leonard Kieffer International, Inc.
 BUSINESS ADDRESS: 555 W. Jackson Blvd, 2nd Fl, Chicago, IL 60661
 BUSINESS TELEPHONE: 312-876-9800 FAX NUMBER: 312-876-9264
 CONTACT PERSON: Glenn Gebhardt
 FIRM: 36-4297999 *IL CORPORATE FILE NUMBER: F6057-373-J

** COMPLETE LIST OF REAL ESTATE OWNED IN COOK COUNTY.
 PERMANENT INDEX NUMBER(S): _____

IF NOT APPLICABLE, YOU MUST INDICATE THAT IT IS NOT APPLICABLE. ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS).

LIST ALL CORPORATE OFFICERS:

PRESIDENT: Roger A. Quick VICE PRESIDENT: _____
 SECRETARY: Roger A. Quick TREASURER: _____
 ***SIGNATURE OF PRESIDENT: X Roger A. Quick
 ATTEST: X Roger A. Quick (CORPORATE SECRETARY)

Subscribed and Sworn to before me this 8th day
 of September, 2008.
 My commission expires:
October 26, 2008
 x Laurie A. Lindberg
 Notary Public Signature Notary Seal



- * If the corporation is not registered in the State of Illinois, a copy of your certificate of good standing from the State in which you are incorporated, is to be submitted with your Bid Proposal.
- ** Required per COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-5.1.
- *** In the event that this Bid Proposal is executed by someone other than the President and Secretary, attach hereto a certified copy of the corporate by-laws or other authorization by the corporation which authorizes such persons to execute this Bid Proposal on behalf of the corporation.

DRAFT

Request For Proposal No. 09-50-1002P

ATTACHMENT C: GENERAL CONDITIONS

DRAFT



QUICK LEONARD KIEFFER

SECTION 5: REQUESTED EXCEPTIONS TO GENERAL CONDITIONS**EXCEPTIONS**

We do not have any exceptions to the general conditions. Attached are Cook County Health & Hospitals' general conditions (Attachment C).

DRAFT

**GENERAL CONDITIONS
SUPPLY/SERVICE
SOLE SOURCE**

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GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Purchasing Agent, which approval shall be granted or withheld at the sole discretion of the Purchasing Agent. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Purchasing Agent. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Contractor shall identify in writing to the Purchasing Agent the any and all subcontractors it intends to use in the performance of the Contract. The Purchasing Agent shall have the right to disapprove any subcontractor. Identification of subcontractors to the Purchasing Agent shall be in addition to any communications with County offices other than the Purchasing Agent. All subcontractors shall be subject to the terms of this Contract. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Purchasing Agent upon request.

The Contractor must disclose the name and business address of each subcontractor[^], attorney[^], lobbyist, accountant, consultant and any other person or entity whom the Contractor has retained or expects to retain in connection with the Matter, as well as the nature of the relationship[^], and the total amount of the fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than) a not-for-profit entity[^], on an unpaid basis[^], or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Contractor shall be accountable to the Director of the Using Department or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

DRAFT**GC-02 PERSONNEL**

The quality, experience and availability of personnel employed by the Contractor is of the essence. The Contractor shall provide the County with a list of all key personnel to be used on the project and their designated assignment. The list shall include the qualifications of each person named. The County may at any time request, in writing, the Contractor to remove any of the Contractor's assigned personnel for cause and forthwith furnish to the County other acceptable personnel with thirty (30) days of notification. Notwithstanding the County's approval of Contractor's personnel, the Contractor shall be fully responsible to County for all work performed pursuant to this Contract by Contractor's employees, subcontractors or others who may be retained by the Contractor with the approval of the County.

GC-03 INSURANCE

Contractor shall purchase and maintain at all times during the term of this Contract insurance coverage which is satisfactory to the County and will satisfactorily insure the Contractor against claims and liabilities which arise or could arise because of the performance or nonperformance of the Contract. All insurance required hereunder shall meet the requirements of the County's Department of Risk Management and shall name the County as an additional insured unless such designation is unavailable due to commercial practices in the insurance industry as to a particular type of coverage. With the exception of certificates required to be submitted with the Proposal, Contractor shall deliver to the County satisfactory certificates evidencing compliance with this insurance provision prior to commencing performance under the Contract.

GC-04 INSPECTION AND RESPONSIBILITY

At any and at all times during the term of the Contract and at any location where the Contract is performed, the County shall have a right to inspect any Deliverables provided in carrying out this Contract. The Contractor shall be solely responsible for the quality and standards of all Deliverables furnished under this Contract. Deliverables may be rejected by the Purchasing Agent and/or the Director of the Using Department if they fail to meet Contract requirements or are provided in a manner which does not meet Contract requirements. In the event of such rejection, Deliverables shall be replaced and/or re-performed by the Contractor promptly and at no additional cost to the County. Any Deliverables rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Deliverables have been rejected.

DRAFT**GC-05 INDEMNIFICATION**

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorneys fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

GC-06 PAYMENT

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

GC-07 PREPAID FEES

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

GC-08 TAXES

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

DRAFT

GC-09 PRICE REDUCTION

If at any time after the contract award, Contractor makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section GC-09, Price Reduction, a general price reduction shall include reductions in the effective price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Contractor makes in the price of the Deliverables to its prospective customers generally.

GC-10 CONTRACTOR CREDITS

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific using department. Contractor shall reflect any such credits on its invoices and in the amounts it invoices the County.

GC-11 DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the Purchasing Agent. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Purchasing Agent. Upon request of the Purchasing Agent, the party complained against shall respond to the complaint in writing within five days of such request. The Purchasing Agent will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the Director of the Using Department. The decision of the Purchasing Agent will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Purchasing Agent indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Purchasing Agent of a dispute. No inference shall be drawn from the absence of a decision by the Purchasing Agent. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

GC-12 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract including, but not limited to, a representation or warranty, where Contractor has failed to cure such breach within ten (10) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach.

In the event Contractor shall breach any material terms or conditions of this Contract on more than one occasion during any twelve month period during the term hereof, or in the event Contractor expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County may, at its option, declare the Contractor to be in default and the County shall be entitled to exercise all available remedies including, but not limited to, termination of the Contract, without affording the Contractor further opportunity to cure such breach. Failure of County to give written notice of breach to the Contractor shall not be deemed to be a waiver of the County's right to assert such breach at a later time, should the Contractor commit a subsequent breach of this Contract.

DRAFT

County shall be in default hereunder if any material breach of the Contract by County occurs which is not cured by the County within ninety (90) days after written notice has been given by Contractor to the County, setting forth the nature of such breach.

GC-13 COUNTY'S REMEDIES

Following notice of material breach to Contractor, the County reserves the right to withhold payments otherwise owed to Contractor until such time as Contractor has cured the breach.

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-12, Default, or if Contractor commits a subsequent material breach within a twelve month period or expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County shall have the right to terminate this Contract upon written notice to the Contractor which shall set forth the effective date of such termination.

In addition, the County shall have the right to pursue all remedies in law or equity.

GC-14 CONTRACTOR'S REMEDIES

If the County has been notified of breach and fails to remedy the breach during the ninety(90) day cure period pursuant to General Condition GC-12, Default, the Contractor shall have the right to terminate this Contract upon not less than thirty (30) days prior written notice to the County, which notice shall set forth the effective date of termination.

Contractor shall have the right to pursue all remedies available in law or equity, in all cases the Contractor's damages shall be those actual provable damages not to exceed the amount of the Contract as awarded by the Cook County Board of Commissioners less all amounts paid to Contractor, in no event shall Contractor be entitled to any consequential damages. Irrespective of the exercise of remedies hereunder, Contractor shall not disrupt the County's operations or repossess any component thereof.

GC-15 DELAYS

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

GC-16 MODIFICATIONS AND AMENDMENTS

The parties may from time to time during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing. Modifications and amendments which individually or cumulatively result in additional cost of \$1,000.00 or greater or which extend the term of the Contract by thirty (30) days or more shall not be deemed as authorized without the approval of the Cook County Board of Commissioners. Modifications and amendments which increase cost by less than \$1,000.00 or which do not extend the term of the Contract by more than thirty (30) days may only be made with the written approval of the Purchasing Agent.

Subject to the foregoing, the Director of the Using Department may, by written order, make changes with respect to the dates of delivery and places of performance of the Contract, provided that any such changes shall not increase the Contract price or the time required for Contract performance.

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Contractor is hereby notified that, except for modifications and amendments which are made in accordance with this Section GC-16, Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Contract.

GC-17 PATENTS, COPYRIGHTS AND LICENSES

Contractor shall furnish the Director of the Using Department with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Contractor shall also furnish a copy of such licenses to the Purchasing Agent. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other property right.

GC-17 PATENTS, COPYRIGHTS AND LICENSES (CONT.)

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Contractor shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

GC-18 COMPLIANCE WITH THE LAWS

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES

COOK COUNTY ORDINANCE DIVISION 6, SECTION 34-275 - 34-285

I. POLICY AND GOALS

A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County contracts and to eliminate arbitrary barriers for participation, as both prime and subcontractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women-owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise

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Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five (35%) of the annual total dollar amount of professional and consulting service contracts and sole source agreements to certified MBEs and WBEs.

B. A contractor may achieve the contract MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protégé Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the contractor's business; or by a combination of the foregoing.

C. A contractor's failure to carry out its MBE/WBE commitments in the course of a contractor's performance shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedy authorized by the Ordinance as the County deems appropriate.

II. REQUIRED SUBMITTALS

To be considered responsive to the requirements of the Ordinance: (a) a contractor for professional and consulting service contracts shall submit items A, B and C listed below; and (b) a contractor for sole source agreements, shall submit items A and B listed below. All documentation submitted by a contractor shall be reviewed by the Contract Compliance Administrator. Failure to submit one of the items required in accordance with these general conditions shall be cause to consider the contractor's proposal non-responsive and be rejected.

A. Affirmative Action Plan

Each contractor shall submit with its proposal, a copy of its current internal affirmative action plan. If contractor has no internal affirmative action plan, contractor shall submit a statement stating why contractor has no such plan. In lieu of an internal affirmative action plan, a contractor may submit a copy of its current Letter of Compliance for the United States Department of Labor, Office of Federal Contract Compliance Programs.

B. Contractor's MBE/WBE Efforts Documentation

Each contractor shall submit with its proposal, supporting documentation which evidences efforts the contractor has taken in attempting to achieve the County's "best efforts" MBE/WBE participation goals.

C. Contractor's Statement - Use of MBE/WBE Professionals

Each contractor shall submit with its proposal, a statement which discloses how the contractor intends to maximize the use of its MBE/WBE professionals in the course of performing the contract.

III. NON-COMPLIANCE

If the County of Cook determines that the contractor has failed to comply with its contractual commitments or any portion of the Ordinance, it will notify the contractor of such non-compliance and may take any and all appropriate actions as set forth within the Ordinance.

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IV. REPORTING/RECORD-KEEPING REQUIREMENTS

The contractor shall comply with the reporting and record-keeping requirements as may be established by the Contract Compliance Administrator. Upon award of a contract, contractor is responsible for acquiring all necessary county reporting and record-keeping forms which will be made available in the Office of Contract Compliance.

V. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as otherwise required by law as they relate to contractor and subcontractor obligations.

GC-20 MATERIAL DATA SAFETY SHEET

Where required under the Illinois "Toxic Substance Disclosure To Employees Act", Illinois Compiled Statutes, 2002, 820 ILCS 255/1, Contractor shall submit with each delivery of Deliverables, a Material Safety Data Sheet.

GC-21 CONDUCT OF THE CONTRACTOR

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). Neither the Contractor nor any of its employees, agents or subcontractors shall use for business or personal gain, or make other improper use of, confidential information which is acquired in connection with the Contract. To the extent Contractor will have access to the County's protected health information in performing its responsibilities under this Contract, Contractor shall contact the Chief Privacy Officer for the Using Department(s) and shall execute the County's business associate agreement prior to performing any responsibilities which involve access to protected health information.

GC-22 ACCIDENT REPORTS

Contractor shall provide the Purchasing Agent and the Director of the Using Department with prompt written notification (no later than twenty-four (24) hours) of any occurrence, on County premises or otherwise, which pertains in any way to this Contract and which results in either bodily injury to employees or third parties or property damage. The report shall include the name of person(s) injured, if any; name of the injured person's employer, if any; the date, time and location of the occurrence; description of the extent of injury and/or damage; the name(s) of witnesses; the names of any providers known to have provided treatment for injuries sustained; and such other information as may be required by the County. The Contractor shall notify the local police regarding any occurrence requiring an official police record. The report submitted to the County should indicate whether the police were notified and, if so, the number of the police report.

GC-23 USE OF COUNTY PREMISES AND RESOURCES

Contractor shall confer with the Director of the Using Department to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall cause all of its employees, agents and subcontractors to comply therewith. The Contractor shall confine the operations of its employees, agents and subcontractors on County premises to the performance of the Contract consistent with limits indicated by laws, ordinances, permits and/or direction of the Director of the Using Department and shall not encumber the premises with materials or debris. In

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performing the Contract, the Contractor shall not cause or permit a condition that endangers the safety of others and shall not load or permit any part of a structure to be loaded with a weight that will endanger the safety of the structure or any persons.

GC-24 GENERAL NOTICE

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

TO THE COUNTY:

COOK COUNTY PURCHASING AGENT
118 North Clark Street, Room 1018 Chicago,
Illinois 60602 Include County Contract Number
in all notices)

TO THE CONTRACTOR:

At address provided on the Execution Pages or as otherwise indicated in writing to County Purchasing Agent in a written document which, in bold face type, references the name of the Contractor, the County Contract Number and states "NOTIFICATION OF CHANGE IN ADDRESS."

GC-25 TERMINATION FOR CONVENIENCE AND SUSPENSION OF CONTRACT

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all Deliverables, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all Deliverables relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Purchasing Agent.

GC-26 GUARANTEES AND WARRANTIES

The Contractor shall furnish all guarantees and warranties applicable to the Deliverables to the Director of the Using Department prior to or at the time of delivery. All Deliverables shall be covered by the most favorable commercial warranties and guarantees the Contractor gives to any customer for the same or substantially similar Deliverables or Services. The rights and remedies so provided shall be in addition to and shall not limit any rights afforded to County under this Contract.

To the extent Contractor provides Deliverables manufactured by another entity, Contractor shall transfer original product warranty and any rights to manufacturer's related services to the County and shall submit all appropriate documentation of said transfer to the Director of the Using Department prior to or at the time the Contractor tenders the Deliverables.

DRAFT**GC-27 STANDARD OF DELIVERABLES**

Except as may be expressly stated in the Special Conditions or Specifications of this Contract, only new, originally manufactured Deliverables will be accepted by the County. The County will not accept any Deliverables that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Deliverables not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the commencement of the Contract will be considered experimental.

GC-28 DELIVERY

All Contract Goods shipped to the County shall be shipped F.O.B., DESTINATION, FREIGHT PREPAID. Arrangements shall be made in advance by the Contractor in order that the County may arrange for receipt of the materials.

Truck deliveries will be accepted before 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays. The County is not responsible for delivery delays due to waiting times for loading and unloading at dock locations.

The quantity of Contract Goods delivered by truck will be ascertained from a weight certificate issued by a duly licensed Public Weight-Master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the County reserves the right to re-weigh at the nearest available railroad scale.

The County reserves the right to add new delivery locations or delete previously listed delivery locations as required during the Contract period. The only restriction regarding the County's right to add new delivery locations shall be that any new or additional location shall be within the geographical boundaries of the County of Cook.

GC-29 QUANTITIES

Any quantities of indicated in the Proposal Pages for the performance of the Contract are estimates for the purpose of determining an approximate total Contract amount and may not be the actual quantities required by the County during the term of the Contract. The County reserves the right to increase or decrease such quantities at the Contract price to correspond to the actual needs of the County. If the County increases the quantities required, any such increase shall be subject to an agreed written amendment in the Contract Amount. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the Purchasing Agent.

GC-30 CONTRACT INTERPRETATION

Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract. If any provision or clause of this Contract shall be held to be invalid, such provision or clause shall be deleted from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

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This Contract shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency.

1. Addenda, if any.
2. Execution Forms
3. Specification.
4. Special Conditions.
5. General Conditions.
6. Instruction to Bidders.
7. Legal Advertisement.
8. Bid Proposal.

GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS (CON'T.)

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Contractor's own purposes or for those of any third party. During the performance of the Contract Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work at all times.

GC-32 AUDIT; EXAMINATION OF RECORDS

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank

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statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

GC-32 AUDIT; EXAMINATION OF RECORDS

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that

are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

GC-33 GOVERNING LAW

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County in the City of Chicago, County of Cook, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

GC-34 WAIVER

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified provision.

GC-35 ENTIRE CONTRACT

It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

DRAFT**GC-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS**

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots. .

GC-37 INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES

The Contractor and its employees, agents and subcontractors are, for all purposes arising out of the Contract, independent contractors and not employees of the County. It is expressly understood and agreed that neither the Contractor nor Contractor's employees, agents or subcontractors shall be entitled to any benefit to which County employees may be entitled including, but not limited to, overtime or unemployment compensation, insurance or retirement benefits, workers' compensation or occupational disease benefits or other compensation or leave arrangements.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship or principal and agent or of partnership or of joint venturer or any relationship between the parties hereto other than that of independent contractors. Nothing herein shall be construed to confer upon any third parties the status of third party beneficiary.

END OF SECTION